

CRIMINAL CHARGES MINERS PRESENT

Fraudulent Conspiracy and Conversion Alleged in a New Complaint Made.	Demand an Advance of 5.35 Per Cent Over Existing Wage Scale.
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\$1,250,000 IS DEMANDED OPERATORS ASK TIME

Thebaud and Raymond Included in	Joint Committee at Their Request Ad-
the Suit Which Is Begun by	journs Until To-Day to Consider
Joseph H. Choate.	Mitchell's Final Stand.

FALSE CONTRACTS CHARGED READY TO SHUT DOWN MINES

Counsel for Members of Agency Firm Says Mutual Life Will Not Be Able to Sustain Accusations.	Reports That Companies Are Taking Preliminary Steps to Get on a Strike Basis.
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Charges of conversion of life insurance funds and of fraudulent conspiracy are the conspicuous features of the two additional complaints served yesterday in the series of eight actions already begun by the Mutual Life Insurance Company against its former high officers.

Although these claims, which are brought by Joseph H. Choate and the Mutual's law department, asking for the Trust's assets, bonds and insurance, and the Trust's assets, bonds and insurance, are civil suits to recover damages, the charges made in the complaints served yesterday embody criminal allegations, both fraudulent conspiracy and conversion, being felonies under the law.

Defendants named in these suits are: John Mitchell, president of the Trust; T. L. Lewis, vice president of the organization, served notice on the operators that no matter what happened there would be no split in their ranks; Mitchell and Lewis made the original deal of the split; and, in the opinion of the attorneys, the Ohio managers would endeavor to split their ranks and prevent any independent contractors from being made with F. L. Robbins in the event of a split.

baud, and Colonel Charles H. Raymond of the firm of C. H. Raymond & Co., the metropolitan agency. In these latest suits judgment is demanded in the sum of \$1,250,000, with interest. Richard A. McCurdy has been sued already for \$75,000. The suits are brought by the United States, a fraudulent and corrupt conspiracy and agreement was made between the men named at or about the time of the employment in 1893 of Charles H. Raymond and Louis-A. Thebaud, under the firm name of C. H. Raymond & Co., as the general agents of the company throughout the greater portion of the time for New York and vicinity, for the conspiracy being stated as follows:—

"That in or about the date of the formation of a break. The speech was accepted in silence by the operators, except for a few who were not present at the time, which he said he hoped that affairs would never reach the stage where the question of miners would be considered."

At that time the operators of the mines, through President Mitchell, told President Lewis, of the national committee, that they would not join the strike. The Illinois miners, presented their ultimatum to the operators in the joint seal committee. It was a demand for the restoration of the scale, which is an advance of 5.5 per cent. The three officials of the miners announced that the miners were united in this demand and that they would not accept acceptance of any terms less favorable than the one they considered. The operators at once asked for an adjournment until nine o'clock to-morrow morning, when

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"That in or about the date of the formation

of said partnership, between the defendant, Raymond and Theobald, and from year to year thereafter the said partnership, between the defendant, Raymond, and the said Theobald, for the purpose of purchasing the said partnership, and particularly the defendant Theobald, as the expense and cost of the plaintiff, corruptly and unlawfully agreed with each other in the following manner, to wit: That in the aforesaid business of the said partnership as the general

It is further charged that in consequence

and pursuance of this conspiracy, the defendants contracted with and paid to the Mutual Life Insurance Company with the Raymond firm where-in the commissions, allowances and extra compensation of the firm were placed at special, exorbitant and unnecessary rates and that through the use by Richard J. O'Connell of the order of the defendants commissions at those rates were paid out and credited from the miners' company stores pressing collections and in some cases from the miners' pockets.

Even should an agreement be reached for all fields, the bituminous and most of the anthracite fields, for a period of one night, many of them to remain closed six days, the local massaces are letting this strike be a strike for the miners and not them that the strike may as well come, as far as the companies are concerned,

WANTS LONGER HOURS FOR MINERS

This complaint also contains a second cause of action. On January 3, 1985 and November 3, 1985, the defendants wrongfully and without authority took from the plaintiff the sum of \$10,000.00. The defendants also took from the "inside" miners recently work (a less than eight hours, thus leaving the breaker idle. Mr. Wilcox suggested that further action from this point might result in the operators taking inside men into the mine to work a full eight hours. He said:—

According to the official figures of the Secretary of Internal Affairs of the province, the average daily wages of the me-

[illegible]

were brought about by a fraudulent conspiracy and agreement between the three defendants named. The previous complaint had merely alleged that they were the result of the unfaithfulness on the part of the former president in the discharge of his duties.

Against Thebaud.

The second complaint runs against Thebaud. It charges that he was guilty of selling sufficient coal to keep the breaker busy. This would suffice to ramrod for the miners who work full time when necessary.

**HALDEMAN QUILTS
MUTUAL IN LONDON**

LONDON, Monday.—D. C. Haldeman, British manager of the Mutual Life Insurance Company of New York, has resigned owing to differences of opinion between himself and the New York office over matters which he considers of vital importance to the British policy holders.

[illegible]

This complaint further charges that the defendants were well aware, or had the means of knowing, and good reason to suspect and believe that these payments were made to the defendant, and that nevertheless they advised the Government to apply them to their own benefit. As a

result of these facts the conclusion is reached that the complaint is not debited to the plaintiff in the sum of \$500,000, to compel the payment of which the suit is brought.

The complaint against the McCurdy's, the complaints were served upon their counsel De Lancy Nicoll. Neither Mr. Nicoll nor Robert H. McCarthy, who is now practicing in New York, would consent, upon request, to appear in court, or to consent upon request, to the appointment of a committee of inquiry.

Before resigning Mr. Haldeman came to the attention of the committee. He is a public, several of whom are insured for large sums in the Mutual Life. He is well prepared to give his services to the committee, and to suggest such remedial measures to adopt in their own interests. It is understood that he has constantly protested against the extravagance of the McCurdy's.

negotiations made. Under the law they have twenty days in which to make formal arrangements for the funeral.

John S. Wise accepted service in behalf of Colonel Raymond and of Louis A. Thaid, who is now in Paris with Mr. and Mrs. J. S. Wise, and who is expected to arrive in New York in a few days.

Mr. J. S. Wise's law partner, said, when he was asked what he thought of the complaints:— "They will never be able to sus-

pared with the London branch, where the expenses were only 14.61 per cent of the premium received. His resignation was accepted by the board of directors on Monday, March 10, to take effect March 15.

The Mutual Life Insurance Company of New York has twenty-six thousand policies in force, and the total amount of the business is \$75,000,000. It is business in the hands of the largest British companies, and extends to all classes, from peers, Cabinet

"No, and we will not settle or compromise the case in any way. Indeed, it is our intention to take the case to court to recover money due the firm under its contracts with the company."

Investors, broke, and home seekers will find practical suggestions in the HERALD'S Real Estate Section. Out to-morrow.
